

Recording Requested by
Countrywide Home Loans, Inc.

AND WHEN RECORDED MAIL TO:

Countrywide Home Loans, Inc.
1800 Tapo Canyon Road SV2-116
Simi Valley, CA 93063
Prepared by: **SONIA DELFIN**
CLD Deficiency Department
DOC. ID#: **0001231117762005N**

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT TO THE DEED OF TRUST

MIN#: 100015700062513490

This Loan Modification Agreement (the "Agreement"), made this **2nd** day of **July**, **2007** between **ALAN T ATKINSON**, (the "Borrowers") and **Countrywide Home Loans, Inc.**, ("Lender") and **Mortgage Electronic Registration Systems, Inc.** ("Mortgagee") amends and supplements that certain **DEED OF TRUST** dated **December 15, 2005** and granted or assigned to **Mortgage Electronic Registration Systems, Inc.**, as mortgagee of record (solely as nominee for Lender and lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026) and recorded on **December 29, 2005** as Book Number **2382**, Page Number **306** in the Official Records of the **DESOTO** County, State of **MISSISSIPPI** (the "Security Instrument"), and covering the real property specifically described as follows:

This property is more commonly known as:

**5896 HONEY OAK DR
HERNANDO, MS 38632**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

- **TO ADD THE LEGAL DESCRIPTION TO THE DEED OF TRUST (LINE OF CREDIT) WHICH WAS OMITTED AT THE TIME OF RECORDING.**

The Borrowers shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument.

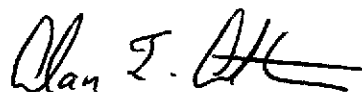
Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and Countrywide Home Loans, Inc. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a second lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

Countrywide Home Loans, Inc.

By: Jennifer Guidicessi
Its: Assistant Vice President

Mortgage Electronic Registration Systems, Inc.

By: Jennifer Guidicessi
Its: Assistant Vice President

A handwritten signature in black ink, appearing to read "Alan T. Atkinson", written over a horizontal line.

ALAN T ATKINSON

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

Countrywide Home Loans, Inc.



By: Allen Kalust
Its: 1st Vice President

Mortgage Electronic Registration Systems, Inc.



By: Allen Kalust
Its: 1st Vice President



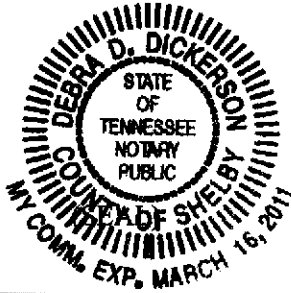
ALAN T ATKINSON

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF TennesseeCOUNTY OF Shelby))
) SS.
)On this 10th Day of July 2007, BEFORE ME,Debra Dickerson, (Notary Public)

personally appeared, ALAN T ATKINSON, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL



Debra Dickerson
Notary Public

Commission Expires: March 16, 2011

STATE OF CALIFORNIA

))
) SS.
)

COUNTY OF VENTURA

On this _____ day of _____ 2007, before me, L. Glenn, Notary Public, personally appeared Jennifer Guidicessi, Assistant Vice President for Countrywide Home Loans, Inc., personally known to me to be the person whose name is signed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

Commission Expires: _____

December 23, 2007

(SEAL)

STATE OF _____

COUNTY OF _____

) SS.
)

On this _____ Day of _____, 2007, BEFORE ME,

_____, (Notary Public)

personally appeared, **ALAN T ATKINSON**, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Notary Public

(SEAL)

Commission Expires: _____

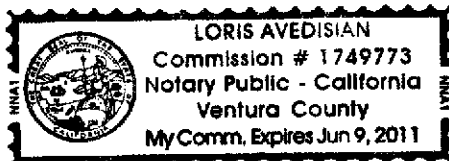
STATE OF CALIFORNIA

COUNTY OF VENTURA

) SS.
)

On this 20 day of July, 2007, before me, L. Avedisian, Notary Public, personally appeared **Allen Kalust**, 1st Vice President for Countrywide Home Loans, Inc., personally known to me to be the person whose name is signed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



(SEAL)

Loris Avedisian
Notary Public

Commission Expires: 06-09-2011~~December 23, 2007~~

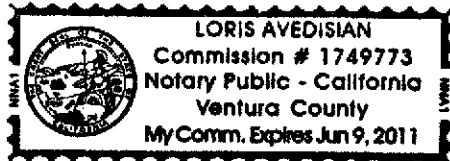
STATE OF CALIFORNIA

COUNTY OF VENTURA

) SS.
)

On this 20 day of July 2007, before me, L. Avedisian, Notary Public, personally appeared **Allen Kalust**, 1st Vice President for Mortgage Electronic Registration Systems, Inc., personally known to me to be the person whose name is signed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



(SEAL)

Loris Avedisian
Notary Public

Commission Expires: 06-09-2011~~December 23, 2007~~le

EXHIBIT A

THE FOLLOWING DESCRIBED PROPERTY, TOGETHER WITH THE IMPROVEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING, LOCATED IN THE COUNTY OF DESOTO, STATE OF MISSISSIPPI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

LOT 20, SECTION A, HONEY RIDGE SUBDIVISION, IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 6 WEST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 51, PAGES 8-15, RECORDED IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI,

AND

AN INGRESS-EGRESS EASEMENT AS RECORDED IN DEED BOOK 393, PAGE 701 IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI ON THE FOLLOWING DESCRIBED REAL PROPERTY:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 21 HONEY RIDGE SUBDIVISION, SECTION "A", IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF OF RECORD IN PLAT BOOK 61, AT PAGES 8-15 IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, SAID POINT BEING A POINT IN THE EAST RIGHT OF WAY OF KEVIN DRIVE (50 FEET WIDE); THENCE SOUTH 61° 45' EAST 216.5 FEET ALONG THE SOUTH LINE OF SAID LOT 21 TO A POINT; THENCE NORTH 19° 30' FEET TO A POINT; THENCE NORTH 69° 51' WEST 214.0 FEET TO THE POINT OF BEGINNING.

ADDRESS: 5896 HONEY OAK DR.; HERNANDO, MS 386327052 TAX
MAP OR PARCEL ID NO.: 3067350300002000